

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 31<sup>st</sup> day of January in the year of our Lord one thousand eight hundred and ninety one between George Boyd of Lawrence in the County of Douglas and State of Kansas of the first part, and George W. Boyd of Westmoreland County, State of Pennsylvania of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty hundred thirty seven and 00/100 dollars (\$2037.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South East Quarter of Section Eight (18) Township Thirteen (13) of Range Twenty (20) East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George Boyd does hereby covenant and agree, at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Twenty hundred thirty seven and 00/100 dollars (\$2037.00) according to the terms of a certain promissory note this day executed and delivered by the said George Boyd to the said party of the second part: payable five (5) years from date with interest at the rate of six percent per annum payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said George Boyd his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

E. J. SternberghGeorge Boyd

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 31<sup>st</sup> day of January, A. D. 1891, before me E. J. Sternbergh Justice of the Peace, a Notary Public in and for said County and State, came George Boyd an unmarried man

he me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 18<sup>92</sup>Recorded Jan 31 A. D. 1891, at 11 o'clock A. M.E. J. SternberghJustice of the PeaceJames Brooks

Register of Deeds